

January 22, 2016

VIA EMAIL AND FIRST CLASS MAIL

Mr. Zoltan Konder
3503 Jack Northrop Ave., #AP862
Hawthorne, CA 90250
Email: konderzoltan@yahoo.com

Re: Settlement with Human Rights Foundation

Dear Mr. Konder:

I write as pro bono counsel to the Human Rights Foundation (“HRF”) to follow up on your communications with its president, Mr. Thor Halvorssen, concerning the Human Rights Foundation trademark and the domain humanrights.foundation. Please direct all future communications relating to these matters to me.

My understanding is that you had accepted Mr. Halvorssen’s offer to resolve this dispute and transfer to HRF your trademark rights and the domain name in return for a payment of \$3,000. Attached for your review is a set of papers to formalize this agreement and to arrange for the domain name and the funds to be put in escrow so that both sides are protected until the transaction is complete. I encourage you to review the agreement and associated documents with your own counsel. After you have a chance to review, please execute the agreement and return it to me.

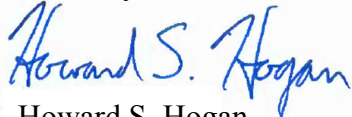
Please note, HRF does not believe that you have a legitimate claim to either the trademark or the domain name, and is willing to enter into this agreement simply to put this situation behind it and to allow the organization to move forward without this distraction. If you were to change your demands and ask for more money, there is little point in any further discussions. HRF will not be pressured into paying any additional amounts to obtain a domain name that never should have registered to you. If we cannot resolve this amicably, HRF reserves the right to take whatever steps it deems necessary to protect its trademark rights, including but not limited to pursuing relief under the Anti-Cybersquatting Consumer Protection Act based on your course of conduct seeking to extract an excessive payment in return for the domain name. *See* 15 U.S.C. § 1125(d)(1)(A); *see, e.g., J. Taikwok Yung v. Trump*, 2014 WL 81947 (E.D.N.Y. Feb. 28, 2014) (awarding trademark owner \$32,000 in light of domain name registrant’s bad faith attempt to require trademark owner to purchase domain name); *see also, e.g., DaimlerChrysler v. The Net, Inc.*, 388 F.3d 201 (6th Cir. 2004)

Mr. Zoltan Konder
January 22, 2016
Page 2

(granting summary judgment to trademark owner, among other things, because of bad faith attempt to require trademark owner to purchase domain name for excessive amount). This letter is not intended to be a comprehensive recitation of HRF's rights and claims and all rights and remedies available at law are hereby expressly reserved.

We sincerely hope that you will adhere to the terms of your December 25, 2015 email exchange with Mr. Halvorssen so that both sides can move on. Please let me know at your earliest convenience if you will agree to the terms of the enclosed agreement. I look forward to hearing from you.

Sincerely,



Howard S. Hogan

SETTLEMENT , RELEASE AND ASSIGNMENT AGREEMENT

This Settlement, Release and Assignment Agreement (“Agreement”) is made and is effective into as of January ____, 2016 (“Effective Date”), by and between **HUMAN RIGHTS FOUNDATION** (“HRF”), a District of Columbia non-profit corporation having its principal place of business at 350 Fifth Avenue, New York, NY 10118, and **ZOLTAN KONDER**, an individual residing at 3503 Jack Northrop Ave., Suite #AP862, Hawthorne, CA 90250 (collectively, the “Parties”).

Recitals:

WHEREAS, HRF is a non-profit corporation that has operated since 2006 and has used the mark HUMAN RIGHTS FOUNDATION in commerce continuously since that time;

WHEREAS, Mr. Konder registered the domain name “humanrights.foundation” on October 22, 2014, and shortly thereafter began using the name “Human Rights Foundation” on a website found at that domain name, as well as on several social media spaces;

WHEREAS, in May 2015, Mr. Konder contacted HRF to notify it of his new organization;

WHEREAS, HRF and Mr. Konder wish to settle any and all disputes with regard to the name “Human Rights Foundation” and all related uses, trademarks and domain names; and

WHEREAS, in settlement of all claims HRF agrees to pay Mr. Konder the amount of Three Thousand Dollars (US\$3,000) (the “Payment”) in exchange for Mr. Konder:

- (a) releasing all claims against HRF and its principals, officers, and employees;
- (b) stopping use of the name “Human Rights Foundation” and all marks confusingly similar to HRF’s name and marks;
- (c) assigning all rights the common law mark Human Rights Foundation and in the USPTO application HUMANRIGHTSFOUNDATION to HRF;
- (d) transferring the domain name “humanrights.foundation” to HRF;
- (e) providing HRF with all usernames and passwords to all internet accounts relating to Mr. Konder’s Human Rights Foundation, including the Google+ account and the Instagram account bearing the name;
- (f) executing a notice of consent to trademark registration of all HRF marks with the United States Patent and Trademark office and agreeing not to encourage anyone else to oppose HRF’s trademark registrations; and

- (g) foregoing any further action or threat of action against HRF or its principals, directors, employees, agents or anyone working on its behalf, including writing any posts on the Internet on sites such as Wikipedia.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, including the recitals above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated in this Agreement by this reference.

2. Mr. Konder's Agreements and Obligations.

- 2.1. Mr. Konder will immediately stop using the name "Human Rights Foundation" for any purpose and agrees never to use, seek to register or encourage others to use or seek to register the name "Human Rights Foundation" or any name confusingly similar to HRF's trademarks in any manner;
- 2.2. Mr. Konder hereby irrevocably assigns, sells, transfers and sets over unto HRF its entire right, title and interest in and to the following application, including without limitation any and all common-law rights, throughout the world, together with the associated goodwill (the "Trademarks"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment:

HUMANRIGHTSFOUNDATION (USPTO Serial No. 86,788,465)

- 2.3. Mr. Konder agrees to execute and deliver to HRF the trademark assignment at Exhibit A to this Agreement to effect this assignment and to perform any other reasonable acts HRF may require in order to vest all Mr. Konder's rights, title, and interest in and to said Trademarks in HRF and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by HRF, to the extent such evidence is in the possession or control of Mr. Konder. Mr. Konder agrees that HRF and its counsel may directly file the trademark assignment with the U.S. Patent & Trademark Office for the HUMANRIGHTSFOUNDATION mark.
- 2.4. Mr. Konder agrees to transfer the humanrights.foundation domain name to HRF using escrow.com's Secure Domain Name Holding service and agrees to enter into escrow.com's Domain Holding Agreement to effectuate the transfer. Mr. Konder agrees to comply with all requirements necessary to effect the transfer of the humanrights.foundation domain to the escrow.com account for HRF, including unlocking the domain and providing the EPP/transfer key necessary for the domain name to be transferred and locked in the escrow.com account set up for this transaction, and completing any and all other necessary confirmations sent to him in connection with the transfer by HRF and/or escrow.com. Within two (2) business days of receiving the Domain Holding Agreement from escrow.com, Mr. Konder agrees to sign the agreement and transfer the domain name "humanrights.foundation" to the escrow.com account so

that it can be transferred to HRF immediately upon HRF making the Payment to escrow.com, per the escrow.com procedures set forth in Section 3 below.

- 2.5. Mr. Konder will provide to HRF the usernames and passwords to any and all accounts created in connection with Zoltan's use of the "Human Rights Foundation," name, including but not limited to accounts on Vine, youtube, Google+, and Instagram. To the extent accounts other than those listed in this paragraph exist, Mr. Konder will provide a complete list to HRF immediately upon signing this Agreement, with the usernames and passwords for those accounts.
 - 2.6. Mr. Konder agrees to execute and deliver to HRF the Notice of Consent to Trademark Registration attached hereto in Exhibit B to this Agreement to effect this Agreement and to perform any other reasonable acts HRF may require in order to confirm for the U.S. Patent and Trademark Office that he does not oppose HRF's registration of the HUMAN RIGHTS FOUNDATION mark. Mr. Konder agrees that HRF and its counsel may directly file the Notice of Consent to Trademark Registration with the U.S. Patent & Trademark Office.
 - 2.7. Mr. Konder agrees to forego any further action or threat of action against HRF or its principals, directors, employees, agents or anyone working on its behalf, including Mr. Halvorssen. Mr. Konder further agrees not to post publicly, including on any social media pages or Wikipedia, anything that disparages, tarnishes or protests HRF or any of its principals, employees or agents, including but not limited to Mr. Halvorssen, in any way. Mr. Konder further agrees to take down any such disparaging comments he may have made on any websites in the past.
 - 2.8. Release. Mr. Konder, on behalf of himself, as well as on behalf of his organization and any related and affiliated parties and their respective successors, agents and assigns, effective immediately upon delivery of the Payment as provided for in Paragraph 3 below, fully, completely and irrevocably releases and discharges all claims, demands, causes of action, and suits of any kind against HRF and all of its current and/or future principals, officers, directors, managers, officers, employees, agents, successors and assigns that Mr. Konder ever had, now has or hereafter may have against HRF and further, indemnifies and holds HRF harmless from any and all damages, losses and liability arising from same.
 - 2.9. Covenant not to sue. Mr. Konder further covenants not to sue and agrees not to initiate against HRF, cause to be initiated against HRF, or be a party against HRF to any lawsuit, claim, demand, prosecution or action of law or equity, for any damages, relief or compensation which he currently has or may in the future have arising from his use of the Human Rights Foundation name or the humanrights.foundation domain name.
3. HRF's Agreements and Obligations.
- 3.1. In exchange for Mr. Konder complying with the Agreements and Obligations set forth in Section 2 above and all its subparts, HRF will pay a one-time sum of Three Thousand Dollars (US\$3,000.00) (the "Payment") into an escrow.com account established for Mr.

Konder within two (2) business days of receiving from Mr. Konder properly executed copies of this Agreement, the Trademark Assignment form attached hereto as Exhibit A, the Notice of Consent to Trademark Registration attached hereto in Exhibit B, the Domain Holding Agreement (also to be provided to escrow.com, per Paragraph 3.2 below) and all passwords to the Vine, youtube, Google+, Instagram, and any other accounts specified in Paragraph 2.5 to this Agreement.

- 3.2. The Payment will be made by HRF into an escrow.com account that HRF will set up directly through escrow.com's Secure Domain Name Holding service. This Agreement and all its exhibits will be incorporated into the Domain Holding Agreement governing the Domain Holding transaction. Once the Domain Holding transaction is set up, escrow.com will contact HRF and Mr. Konder to effectuate the transfer, providing the parties with the Domain Holding Agreement which the parties agree to review, sign and return to escrow.com within two (2) business days. Once escrow.com receives the signed Domain Holding Agreement from both parties, HRF will send the \$3,000 payment to escrow.com together with the escrow fee. Once escrow.com receives the payment, escrow.com will prompt Mr. Konder to transfer the domain humanrights.foundation to its account. The funds will not be released to Mr. Konder until HRF confirms that Mr. Konder has complied with all his obligations under this Agreement including until the domain humanrights.foundation has been transferred to escrow.com and locked in escrow.com's account. Once HRF confirms to escrow.com that all obligations and conditions have been satisfied, HRF will authorize escrow.com to release the \$3,000 payment to Mr. Konder. After the payment is made to Mr. Konder, escrow.com will transfer the domain to HRF's account.
4. Confidentiality. The parties agree to keep the existence and terms of this Agreement confidential to the Parties except to the extent that disclosure is required in order to enjoy the benefit of or to ensure compliance with the obligations under this Agreement or to the extent that such disclosure may be required by law, regulation, or lawful court process.
5. Representations and Warranties.
 - 5.1. Mr. Konder represents and warrants that he has the authority to enter into this Agreement and to effect the assignments and transfer described here, and that his execution and delivery of this Agreement does not conflict with, result in a breach of or constitute a default under any agreement to which he is a party, any applicable law, or any order or decree of any court or government agency.
 - 5.2. Mr. Konder agrees that he is entering into this Agreement of his own will, that he was free to review and could have reviewed this Agreement with counsel if he chose to do so, and that he has willfully and knowingly chosen to enter into this Agreement.
6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and Mr. Konder represents and warrants that there have been no representations or promises made by HRF or any other party and relied on in connection with this Agreement other than what is set forth herein in writing. Mr. Konder further represents and warrants that he is not being induced to enter into this Agreement by anything other than the written words contained in

this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended or, except to the extent otherwise provided in this Agreement, terminated, except by a written agreement signed by the Parties.

7. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of New York, without regard conflicts of laws principles.
8. Counterparts; Electronic Signatures. Provided no changes or interlineations are made to this Agreement, this Agreement may be signed in counterparts, and this Agreement and its executed signature pages can be faxed and/or e-mailed to one another, either mode of service which is acknowledged herein may serve as originals thereof.
9. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first set forth above.

Agreed to and Accepted:

Agreed to and Accepted:

ZOLTAN KONDER

HUMAN RIGHTS FOUNDATION

By: _____

By: _____

Name: Zoltan Konder

Name: Thor Halvorssen, President

Date: _____

Date: _____

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Trademark Assignment”) is made and entered into this ____ day of January, 2016 by and between HUMAN RIGHTS FOUNDATION (“HRF”), a District of Columbia non-profit corporation having its principal place of business at 350 Fifth Avenue, New York, NY 10118, and ZOLTAN KONDER, an individual residing at 3503 Jack Northrop Ave., Suite #AP862, Hawthorne, CA 90250 (collectively, the “Parties”).

WHEREAS, Mr. Konder and HRF have entered into an Agreement pursuant to which Mr. Konder has agreed to transfer, or cause to be transferred, certain assets to HRF (the “Settlement Agreement”), including the application for the trademark HUMANRIGHTSFOUNDATION, U.S. Patent & Trademark Office Application No. 86,788,465 (the “Trademark”);

WHEREAS, Mr. Konder is the owner of the mark and U.S. trademark application for HUMANRIGHTSFOUNDAITON (Serial No. 86,788,465) and desires to assign the Trademark to HRF; and

WHEREAS, HRF desires to accept all of Mr. Konder’s right, title and interest in and to the Trademark.

NOW, THEREFORE, for the consideration stated in the Release Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mr. Konder and HRF agree as follows:

1. Mr. Konder hereby assigns, transfers and conveys to HRF all of Mr. Konder’s right, title and interest in and to the Trademark, together with the goodwill of the organization with which the Trademark is used and that is symbolized by the Trademark, for HRF’s own use and enjoyment and for the use and enjoyment of HRF’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Mr. Konder if this Trademark Assignment had not been made.

2. Mr. Konder further hereby agrees that HRF shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish HRF as owner of record of the Trademark.

3. Mr. Konder further agrees, at the reasonable request of HRF and without charge or cost to HRF, promptly to (a) execute and have executed and cause its affiliates to execute any and all other documents of any kind whatsoever, and to provide whatever information may be reasonably required to carry out the terms and intent of this Trademark Assignment; and (b) fully cooperate with HRF, as reasonably required, to enable HRF to duly record this instrument of assignment with the United States Patent and Trademark Office so that HRF’s ownership of the Trademark is duly made of record.

4. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of New York, without regard to conflicts of laws principles.

6. This Trademark Assignment may be executed in counterparts and such counterparts may be delivered in electronic format (including by facsimile or .pdf signature), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

7. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by a duly authorized officer.

Assignor:

ZOLTAN KONDER

By: _____

Name: Zoltan Konder

Date: _____

Assignee:

HUMAN RIGHTS FOUNDATION

By: _____

Name: Thor Halvorssen, President

Date: _____

EXHIBIT B

NOTICE OF CONSENT TO TRADEMARK REGISTRATION

I, Zoltan Konder, filed the application for HUMANRIGHTSFOUNDATION (Serial No. 86,788,465) on October 15, 2015, in Class 36 for “charitable foundation services” of various kinds.

Subsequently, I entered into a dispute with the Human Rights Foundation (“HRF”) about who has the right to use the name “Human Rights Foundation.” HRF is the owner of the application for the mark HUMAN RIGHTS FOUNDATION, Serial No. 86,616,947.

HRF and I have resolved this dispute and entered into a settlement agreement pursuant to which I agreed to transfer the application for the trademark HUMANRIGHTSFOUNDATION, U.S. Patent & Trademark Office Application No. 86,788,465 (the “Trademark”) to HRF, and to withdraw any opposition to the registration of HRF’s trademark.

Accordingly, I hereby consent to the use and registration of the trademark HUMAN RIGHTS FOUNDATION, filed under Serial No. 86,616,947 by the Human Rights Foundation organization in Classes 35 and 45.

I do not believe that HRF’s mark is generic, withdraw any claims to that effect, and support registration.

ZOLTAN KONDER

By: _____

Name: Zoltan Konder

Date: _____